

STATE OF SOUTH CAROLINA

(Caption of Case)

Greening of Greenville LED Pilot Program

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

COVER SHEET

DOCKET

NUMBER: _____ - _____ - _____

(Please type or print)

Submitted by: Charles A. Castle

SC Bar Number: 79895

Address: Duke Energy

Telephone: 704.382.4499

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Fax:

Charlotte, NC 28202

Other:

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NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

DOCKETING INFORMATION (Check all that apply)

- ☐ Emergency Relief demanded in petition ☐ Request for item to be placed on Commission's Agenda expeditiously
- ☐ Other: _____

INDUSTRY (Check one)	NATURE OF ACTION (Check all that apply)		
<input checked="" type="checkbox"/> Electric	<input type="checkbox"/> Affidavit	<input type="checkbox"/> Letter	<input type="checkbox"/> Request
<input type="checkbox"/> Electric/Gas	<input type="checkbox"/> Agreement	<input type="checkbox"/> Memorandum	<input type="checkbox"/> Request for Certification
<input type="checkbox"/> Electric/Telecommunications	<input type="checkbox"/> Answer	<input type="checkbox"/> Motion	<input type="checkbox"/> Request for Investigation
<input type="checkbox"/> Electric/Water	<input type="checkbox"/> Appellate Review	<input type="checkbox"/> Objection	<input type="checkbox"/> Resale Agreement
<input type="checkbox"/> Electric/Water/Telecom.	<input type="checkbox"/> Application	<input type="checkbox"/> Petition	<input type="checkbox"/> Resale Amendment
<input type="checkbox"/> Electric/Water/Sewer	<input type="checkbox"/> Brief	<input type="checkbox"/> Petition for Reconsideration	<input type="checkbox"/> Reservation Letter
<input type="checkbox"/> Gas	<input type="checkbox"/> Certificate	<input type="checkbox"/> Petition for Rulemaking	<input type="checkbox"/> Response
<input type="checkbox"/> Railroad	<input type="checkbox"/> Comments	<input type="checkbox"/> Petition for Rule to Show Cause	<input type="checkbox"/> Response to Discovery
<input type="checkbox"/> Sewer	<input type="checkbox"/> Complaint	<input type="checkbox"/> Petition to Intervene	<input type="checkbox"/> Return to Petition
<input type="checkbox"/> Telecommunications	<input type="checkbox"/> Consent Order	<input type="checkbox"/> Petition to Intervene Out of Time	<input type="checkbox"/> Stipulation
<input type="checkbox"/> Transportation	<input type="checkbox"/> Discovery	<input type="checkbox"/> Prefiled Testimony	<input type="checkbox"/> Subpoena
<input type="checkbox"/> Water	<input type="checkbox"/> Exhibit	<input type="checkbox"/> Promotion	<input type="checkbox"/> Tariff
<input type="checkbox"/> Water/Sewer	<input type="checkbox"/> Expedited Consideration	<input type="checkbox"/> Proposed Order	<input checked="" type="checkbox"/> Other:
<input type="checkbox"/> Administrative Matter	<input type="checkbox"/> Interconnection Agreement	<input type="checkbox"/> Protest	
<input type="checkbox"/> Other:	<input type="checkbox"/> Interconnection Amendment	<input type="checkbox"/> Publisher's Affidavit	
	<input type="checkbox"/> Late-Filed Exhibit	<input type="checkbox"/> Report	



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December 5, 2011

Jocelyn Boyd, Chief Clerk of the Commission
The Public Service Commission of South Carolina
Post Office Drawer 11649
Columbia, South Carolina 29211

RE: **Duke Energy Carolinas, LLC**
Greening of Greenville LED Pilot Program

Dear Ms. Boyd:

Duke Energy Carolinas, LLC, ("Duke Energy Carolinas" or the "Company") hereby seeks approval of a pilot project between the Company and the City of Greenville. The project involves the installation and evaluation of certain light-emitting diode ("LED") products and technologies. Throughout the six month term of this pilot program, pursuant to a Memorandum of Understanding attached hereto, the City of Greenville and Duke Energy Carolinas will have the opportunity to evaluate the use of LED lighting on public streets and ways.

As part of the project, the Company will remove and store the City's existing mercury vapor lighting fixtures. The Company will be responsible for the labor costs of removing the existing mercury vapor lighting fixtures and installing 43 new LED lights (21 "pedestrian-scale" lights and 22 street lights). During the pilot period, the City of Greenville will continue to pay Duke Energy Carolinas the current rate for all of their mercury vapor lights under the current contract in Schedule PL during the term of the pilot. If, at the conclusion of the pilot, the City of Greenville decides to install LED lighting permanently, the City will be billed under Rate Schedule NL. On the other hand, if the City of Greenville decides it does not wish to use LED lighting, Duke Energy Carolinas will re-install the previously-installed mercury vapor lighting fixtures.

Duke Energy Carolinas respectfully requests Commission approval of this pilot program at the Commission's earliest convenience. Upon approval of the pilot by the Commission, Duke Energy Carolinas will complete its implementation plans with the City of Greenville and proceed with the removal of the mercury vapor lights and installation of new LED lights.

If you have any questions regarding this matter, please don't hesitate to call me.

Sincerely,

A handwritten signature in cursive script that reads 'Timika Shafeek-Horton'.

Timika Shafeek-Horton

Enclosure

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (this "Memorandum") is made and entered into this ___ day of October, 2011, by and between **Duke Energy Carolinas, LLC**, a North Carolina limited liability company ("Duke Energy"), and the **City of Greenville, South Carolina**, an incorporated city in the State of South Carolina (the "City").

WITNESSETH:

WHEREAS, the City has initiated a project called "The Greening of Greenville" in which the City is exploring and/or implementing various energy efficiency programs; and

WHEREAS, as part of "The Greening of Greenville" project, the City desires to evaluate the use of light-emitting diode ("LED") lighting on public streets and ways, and Duke Energy wishes to evaluate certain LED products and LED technology; and

WHEREAS, subject to the mutual understanding and agreements recited herein, Duke Energy and the City wish to participate jointly in a "pilot" program in which LED lighting can be evaluated (the "Pilot Program").

NOW THEREFORE, Duke Energy and the City hereby agree as follows:

1. Duke Energy will install a total of 43 LED lighting fixtures, including 21 "pedestrian scale" lights and 22 street lights (the "LED Lights"), within the one-block area of North Main Street, bordered by College Street to the North and North Street to the South. The LED Lights (and the suppliers for the same) have been selected by the City and will include various lighting products so that different light output and appearance can be evaluated. The LED Lights are being provided by the suppliers at no cost to Duke Energy or the City. Duke Energy shall have no responsibility for the cost of any maintenance or replacement of the LED Lights during the term of the Pilot Program.
2. Subject to the approval of the Pilot Program by the Public Service Commission of South Carolina, Duke Energy will install the LED Lights no later than November 30, 2011, unless Duke Energy has informed the City of a delay, in which case Duke Energy will endeavor to install the LED Lights as soon as possible thereafter.
3. Duke Energy will apply to the City for an encroachment permit within 5 days of beginning installation of the LED Lights.
4. Prior to installation of the LED Lights, Duke Energy will remove, at Duke Energy's sole cost, the existing mercury vapor ("MV") lighting fixtures and store the fixtures in case the same are needed at the end of the Pilot Program. Duke Energy will be responsible for the labor costs of removing the existing MV lighting fixtures and installing the LED Lights but no other costs that may be incurred except for

replacing failed or damaged fixtures with replacement fixtures or parts as supplied by GE or Hubbell (except as provided in Paragraph 8 herein below).

5. The City will continue to pay Duke Energy the current rate for all lights under the current contract under Schedule PL for MV lighting during the term of the Pilot Program.
6. The Pilot Program will begin on the first day after all LED Lights have been installed and will end after six months.
7. The City will evaluate the LED Lights and at the end of the Pilot Program, the City is expected to select the desired LED fixtures and enter into a lighting agreement under Rate Schedule NL. Duke Energy will provide the City with a quote for LED lighting, which will be based on the actual LED product selected by the City, the quantity of lights, additional features and any other factors described in Duke Energy's Rate Schedule NL. The City understands that the monthly rate for the new LED lights under Schedule NL will be higher than the rate for the existing mercury vapor lights under Schedule PL. Upon entering into a lighting agreement with the City for Rate Schedule NL, Duke Energy will purchase the selected LED lighting fixtures from the suppliers, and the City will enter into a five-year contract with Duke Energy pursuant to Rate Schedule NL.
8. If at the end of the Pilot Program, the City decides that it does not wish to use LED lighting, Duke Energy will re-install the MV lighting fixtures and be responsible for the associated cost. If a MV lighting fixture fails or is damaged, in accordance with the provisions of Rate Schedule PL, Duke Energy will replace the light with a high pressure sodium ("HPS") lamp and the City will remain on Rate Schedule PL with an adjusted monthly rate for an HPS lamp unless the City chooses a metal halide lamp ("MH"), in which case the City will be required to sign a contract under Rate Schedule GL. In either event, the terms of the applicable rate schedule will apply.

IN WITNESS WHEREOF, Duke Energy and the City have executed this Memorandum as of the day and year first above written.


Duke Energy Carolinas, LLC

By: 

Name: Steven D. Bryant

Title: Account Executive

City of Greenville, South Carolina

By: 

Name: John F. Castile

Title: City Manager